



State of Utah

SPENCER J. COX  
Governor

DEIDRE HENDERSON  
Lieutenant Governor

Department of  
Environmental Quality

Kimberly D. Shelley  
Executive Director

DIVISION OF ENVIRONMENTAL  
RESPONSE AND REMEDIATION

Brent H. Everett  
Director

ERRA-02-22

January 19, 2022

**SENT VIA U.S. REGULAR  
AND CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Attuned Development, LLC  
Chris Parker  
50 North 600 West, Unit D  
Salt Lake City, Utah 84116

Re: **Environmental Covenant**  
Salt Lake County Parcel No. 08-36-305-079-0000, Attuned Development, LLC  
Located at Diamond Rail Apartments, 509 West 300 North, Salt Lake City, Utah  
Facility Identification No. 4001974, Release Site JSB

Dear Mr. Parker:

As you have requested, the Division of Environmental Response and Remediation (DERR) is sending you the enclosed Environmental Covenant (EC) to be signed by yourself. Please sign the EC and return it to the DERR for Agency signature. The DERR will then sign the EC and the final signed EC will be sent back to you, to be recorded at the Salt Lake County Recorder's Office. After the DERR receives a copy of the recorded EC with proof of recordation, this release will be evaluated for a No Further Action determination in accordance with R311-211-6.

If you have any questions concerning this matter, please contact **Mark Crim** the DERR project manager, at (801) 536-4100.

Sincerely,

Brent H. Everett, Director  
Division of Environmental Response and Remediation

BHE/MEC/ss

Enclosure: Environmental Covenant

cc: Angela Dunn, MD, MPH, Executive Director, Salt Lake County Health Department  
Nancy Saunders, Project Manager, Terracon Consultants, Inc.

When Recorded Return To:

Attuned Development, LLC  
Chris Parker  
50 North 600 West, Unit D  
Salt Lake City, Utah 84116

With Copy To:

Mark Crim, DERR Project Manager  
Facility Identification No. 4001974, Release Site JSB  
Utah Department of Environmental Quality  
Division of Environmental Response and Remediation  
195 North 1950 West, 1<sup>st</sup> Floor  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

Parcel No. 08-36-305-079-0000

### **ENVIRONMENTAL COVENANT**

This environmental covenant is made pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Section 57-25-101, et seq. (the “Utah Act”). Attuned Development, LLC. as grantor (“Grantor”) makes and imposes this environmental covenant upon the property more particularly described in Exhibit A attached hereto (the “Property”). The street address of the Property is 509 West 300 North, Salt Lake City, Utah. This environmental covenant shall run with the land, pursuant to and subject to the Utah Act.

1. Notice. Notice is hereby given that the Property is or may be contaminated with a regulated substance and therefore this environmental covenant is imposed to mitigate the risk to public health, safety and the environment.
2. Environmental Response Project. An environmental response project was conducted on the Property under the authority of the Utah Underground Storage Tank Act, Title 19, Chapter 6, Part 4 of the Utah Code that is administered by the Division of Environmental Response and Remediation (“DERR”) in the Utah Department of Environmental Quality.

The Property is located at 509 West 300 North, Salt Lake City, Utah (Exhibit B, Figure 1). It was historically combined with the west-adjointing parcel (Parcel No. 08-36-305-078-0000) which is a regulated UST and LUST facility (UST Facility ID 4001974; Release Site JSB). A portion of the west-adjointing property was historically used as an automotive repair facility. Four underground storage tanks (USTs) used for gasoline and diesel, had been located on the parcel. In 1996, the property was acquired by Diamond Mattress Inc., who proceeded with the closure by removal of the USTs. UST closure was

followed by several subsurface investigations, and the removal of petroleum-impacted soil at the tank bed and nearby dispenser. A No Further Action status was issued by the DERR in December 1996, with in-place soils above the DERR Initial Screening Level (ISL) standard for total petroleum hydrocarbons, diesel range organics (TPH-DRO) at B-3, and in-place groundwater, from boring B-2, exceeding the ISL standard for TPH-DRO, and benzene.

In January 2020, the release was re-opened due to a proposed change in land use. Subsurface investigations were performed in 2017, and 2020, to assess the levels of impacts in soils and groundwater, and to better delineate the extent of the contamination. The results of these investigations indicate soil and groundwater impacts are still present, and above the DERR's ISL standard. Soils remaining above the ISL standard are found from about 10 to 15 feet below ground surface (bgs), near MW-1, MW-2, MW-3, MW-5, TER-2, TER-5 and TER-7. The remaining groundwater contamination at about 12 feet bgs, and above the ISL standard, lies within the soil-contaminant foot print described by TER-7 to MW-5, east to west, and from MW-2 to MW-4, north to south.

Contamination remaining on the Property consists of approximately 500 square feet of area of impacted soil and or groundwater, at about 10 to 15 feet bgs, from TER- 7 to the west property boundary, and between sampling points TER-8 and TER-5

A map of the Property, including the locations of the monitoring wells, is included as attached Exhibit B, Figure 1. Attached Exhibit B, Figure 2 presents a map of the area where petroleum concentrations in soils remain above DERR Cleanup Standards and Attached Exhibit B, Figure 3 is a map showing where petroleum concentrations in groundwater remain above DERR Cleanup Standards. Soil and groundwater sample laboratory results are summarized in attached Exhibit B, Tables 1 and 2, respectively.

3. Grantor. The Grantor of this environmental covenant is also an Owner as defined in Paragraph 4.
4. Owner. The "Owner" of the Property is a person who controls, occupies, or holds an interest (other than this environmental covenant) in the Property at any given time. Because this environmental covenant runs with the land, the obligations of the Owner are transferred to assigns, successors in interest, including without limitation to future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and any other person or entity who acquires any interest whatsoever in the Property, or any portion thereof, whether or not any reference to this environmental covenant or its provisions are contained in the deed or other conveyance instrument, or other agreements by which such person or entity acquires its interest in the Property or any portion thereof ("Transferees"). Upon transfer of an Owner's interest in the Property, the Owner shall

have no further rights or obligations hereunder. Notwithstanding the foregoing, nothing herein shall relieve Owner during the time it holds an interest in the Property of its responsibilities to comply with the terms hereof and all other provisions of applicable law or of responsibility for its failure to comply during the time it held an interest in the Property.

5. Holder. Attuned Development, LLC shall be the grantee (“Holder”) of this environmental covenant as defined in Sections 57-25-102(6), 103(1), 103(3)(b). Holder may enforce this environmental covenant. Holder’s obligations hereunder are limited to the specific provisions and the limited purposes described herein. Subject to the provisions hereof, Holder’s rights and obligations survive the transfer of the Property.
6. Agency. The Utah Department of Environmental Quality (“UDEQ”) is the Agency (as defined in the Utah Act) under this environmental covenant. The Agency may be referred to herein as the Agency or the UDEQ. The Agency may enforce this environmental covenant. The Agency assumes no affirmative duties through the execution of this environmental covenant.
7. Administrative Record. The environmental response project is assigned Facility Identification Number 4001974, Release Site JSB (“Administrative Record”) on file with the DERR.
8. Activity and Use Limitations. As part of the environmental response project described above, the following activity and use limitations are imposed on the Property.
  - a. Groundwater Use Limitations. Groundwater shall not be used for drinking water, irrigation or bathing purposes.
  - b. Construction Limitations.
    - i. In the event that future construction activities involving excavating are planned for the petroleum-impacted area detailed in the attached figures, Area of Remaining Contamination in Soils and Area of Remaining Contamination in Groundwater maps (Exhibit B, Figure 2 and Exhibit B, Figure 3, respectively), workers will be required to comply with the Occupational Safety and Health Administration (OSHA) training for hazardous materials facilities (29 CFR 1910.120).
    - ii. Petroleum impacted soil or water that is removed at that time shall be treated/disposed in accordance with applicable law.

- iii. When constructing any structure above the impacted area, Owner shall install, maintain and operate vapor-related engineering controls to eliminate the potential for subsurface vapor phase petroleum to migrate into the structure, unless a vapor intrusion risk assessment is conducted and shows that there is no unacceptable vapor intrusion risk, as determined by the DERR, using the criteria and standards as required by Utah Admin. Code R311-211 Corrective Action Clean-Up Standards Policy – UST and CERCLA Sites, as may be amended from time to time.

c. Construction Requirements.

- i. Prior to beginning any construction proposed for the petroleum impacted area detailed in the attached figures, Area of Remaining Contamination in Soils and Area of Remaining Contamination in Groundwater maps (Exhibit B, Figure 2 and Exhibit B, Figure 3, respectively), Owner shall submit the following information to the DERR for review and approval:
  - A) A description of how contaminated soils and groundwater will be handled and disposed of during construction;
  - B) A description of how the post-construction use will prevent unacceptable exposure to the Residual Contamination in accordance with the criteria and standards required by Utah Admin. Code R311-211 Corrective Action Clean-Up Standards Policy – UST and CERCLA Sites;
  - C) The installation and design specifications of any vapor barriers or other corrective action measure to be implemented at the site, including providing the DERR with copies of Owner's application for a building permit with its vapor-related engineering control plan, which has been reviewed, stamped and certified by a Utah licensed Professional Engineer as adequate to protect human receptors from exposure to petroleum vapor;
  - D) A description of the operation and maintenance of any corrective action systems installed (i.e. a vapor barrier system);
  - E) Any required permits and approvals for environmental work associated with the petroleum contamination; and
  - F) Any sampling plans.
- ii. After construction is completed and prior to occupation, Owner shall submit to the Agency a Post-Construction Report, which includes the following:

- A) A report signed by a Utah Certified UST Consultant documenting the proper handling and disposal of contaminated soil and groundwater, including waste manifests;
  - B) Documentation demonstrating that the installed vapor mitigation system provides adequate protection to human receptors from exposure to petroleum vapor, including as-built drawings of the building and vapor mitigation system, documentation prepared by a Utah Licensed Professional Engineer certifying that the vapor mitigation system was installed and is operational according to the approved plans and specifications; and
  - C) Any soil, groundwater or vapor sample results from samples taken before and in connection with the construction.
- d. Maintenance and Evaluation of Vapor Mitigation System Requirements – if a vapor mitigation system has been installed pursuant to Paragraph 8 (c ), the Owner shall prevent the vapor mitigation system from being damaged and shall operate the maintain the vapor mitigation system.
- e. Compliance Reporting. Upon request, Owner shall submit written documentation to the UDEQ verifying that the activity and use limitations remain in place and are being followed.
- f. Periodic Agency Oversight. Agency may register the Property with Blue Stakes to obtain notification of planned excavations in the area. Blue Stakes charges a fee for each notification. Upon request, Owner shall reimburse Agency for notification fees and any associated Agency oversight. Agency may conduct periodic inspections and reviews to assess the protectiveness of the activity and use limitations described herein. Upon request, Owner shall reimburse Agency for costs associated with inspections and reviews.
- 9. Compliance Enforcement. This environmental covenant may be enforced pursuant to the Utah Act. Failure to timely enforce compliance with this environmental covenant or the activity and use limitations contained herein shall not bar subsequent enforcement, and shall not be deemed a waiver of a right to take action to enforce any non-compliance. Nothing in this environmental covenant shall restrict the Agency from exercising any authority under applicable law.

10. Right of Access. The right of access to the Property is permanently granted to the Agency and the Holders and their respective contractors for necessary response actions, inspections, implementation and enforcement of this environmental covenant.
11. Notice upon Conveyance. Owner shall notify the Agency and Holder within *twenty* (20) days after each transfer of ownership of all or any portion of the Property. Owner's notice to the Agency and Holder shall include the name, address and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred. Instruments that convey any interest in the Property (fee, leasehold, easement, encumbrance, etc.) shall include a notification to the person or entity who acquires the interest that the Property is subject to this environmental covenant and shall identify the date, entry no., book and page number at which this document is recorded in the records of the San Juan County Recorder, in the State of Utah. Failure to provide notification shall have no effect upon the enforceability and duty to comply with this environmental covenant.
12. Representations and Warranties. Grantor hereby represents and warrants to the other signatories hereto:
  - a. that it is the sole fee simple owner of the Property;
  - b. that it has the power and authority to enter into this environmental covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
  - c. that it has identified all other persons that own an interest in or hold an encumbrance on the Property, has notified such persons of its intention to enter into this environmental covenant, and has notified the Agency of the names and contact information of the persons holding such encumbrances as provided in Paragraph 17, below, entitled: "Notice;" and,
  - d. that this environmental covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which it is a party or by which it may be bound or affected.
13. Amendment or Termination. This environmental covenant may be amended or terminated pursuant to the Utah Act. Except as set forth herein, Grantor and Holder waive any and all rights to consent or notice of amendment concerning any parcel of the Property to which Grantor or Holder has no fee simple interest at the time of amendment or termination.

14. Effective Date, Severability and Governing Law. The effective date of this environmental covenant shall be the date upon which the fully executed environmental covenant has been recorded as a document of record for the Property with the Salt Lake County Recorder. If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.
15. Recordation and Distribution of Environmental Covenant. Within *thirty (30)* days after the date of the final required signature upon this environmental covenant, Grantor shall file this environmental covenant for recording in the same manner as a deed to the Property, with the Salt Lake County Recorder's Office. Grantor shall distribute a file-and-date stamped copy of the recorded environmental covenant to the Agency.
16. Notice. Unless otherwise notified in writing by or on behalf of the pertinent party any document or communication required by this environmental covenant shall be submitted to:

*If to the UDEQ:*

Mark Crim, DERR Project Manager  
Facility Identification No. 4001974, Release Site JSB, Division of Environmental Response and Remediation, UST Branch  
UDEQ  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

*If to Attuned Development, LLC:*

Chris Parker  
50 North 600 West, Unit D  
Salt Lake City, Utah 84116

17. Governmental Immunity. In executing this covenant, the Agency does not waive governmental immunity afforded by law. The Grantor, Owner, and Holder, for themselves and their successors, assigns, and Transferees, hereby fully and irrevocably release and covenant not to sue the State of Utah, its agencies, successors, departments, agents, and employees ("State") from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this environmental covenant except for an action to amend or terminate the environmental covenant pursuant to Sections 57-25-109 and 57-25-110 of the Utah Code or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would



result in (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Section 63G-7-101, et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Sections 63G-7-202 and -902 of the Governmental Immunity Act, as determined in a court of law.

18. Payment of Agency's Costs. Consistent with the Act and other applicable law, the Owner, if invoiced, shall reimburse Agency for its costs related to this Environmental Covenant. The invoice may be based on actual costs incurred by Agency or on the fee schedule approved by the legislature or both as applicable.

**ATTUNED DEVELOPMENT LLC,**  
A Utah Limited liability company,  
as Grantor, Owner and Holder

By: The Diamond Rail LLC  
Its: Managing Member

By: Giv Development LLC  
Its: Managing Member

Chris Parker,  
*Its: Manager*

Date \_\_\_\_\_

State of Utah )  
 )  
 ) ss.  
County of Salt Lake )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, appeared before me Chris Parker, Grantor, Owner and Holder herein, who, his identity having been satisfactorily established to me, affirmed to me upon oath that Attuned Development LLC, has authorized him to execute the foregoing environmental covenant, and did duly acknowledge in my presence having executed the same for the purposes stated herein.

Notary Public

## UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing environmental covenant pursuant to Utah Code Sections 57-25-102(2) and 57-25-104(1)(e).

Brent H. Everett, Director  
Division of Environmental Response and Remediation  
Utah Department of Environmental Quality

Date

State of Utah )  
 : ss.  
County of Salt Lake )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 appeared before me Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, personally known to me, or whose identity has been satisfactorily established to me, who acknowledged to me that he executed the foregoing environmental covenant.

Notary Public

**Exhibit A**

**Property**

509 West 300 North

Salt Lake City, Utah 84512

**Legal Description**

Salt Lake County Parcel No. 08-36-305-079-0000

1.42 acres

BEG AT THE NE COR OF LOT 8, BLK 100, PLAT A, SLC SUR; 00°00'59" E 330.23 FT TO THE SE COR OF LOT 8 (RECORD 330 FT); S 89°59'34" W 250.12 FT; N 00°00'47" W 85.05 FT; N 89°59'27" E 85.04 FT; N 00°00'51" W 245.15 FT; N 89°59'08" E 165.06 FT (RECORD 165 FT) TO BEG. (BEING PT OF LOT 7 AND ALLOF LOT 8 OF SD SUB).

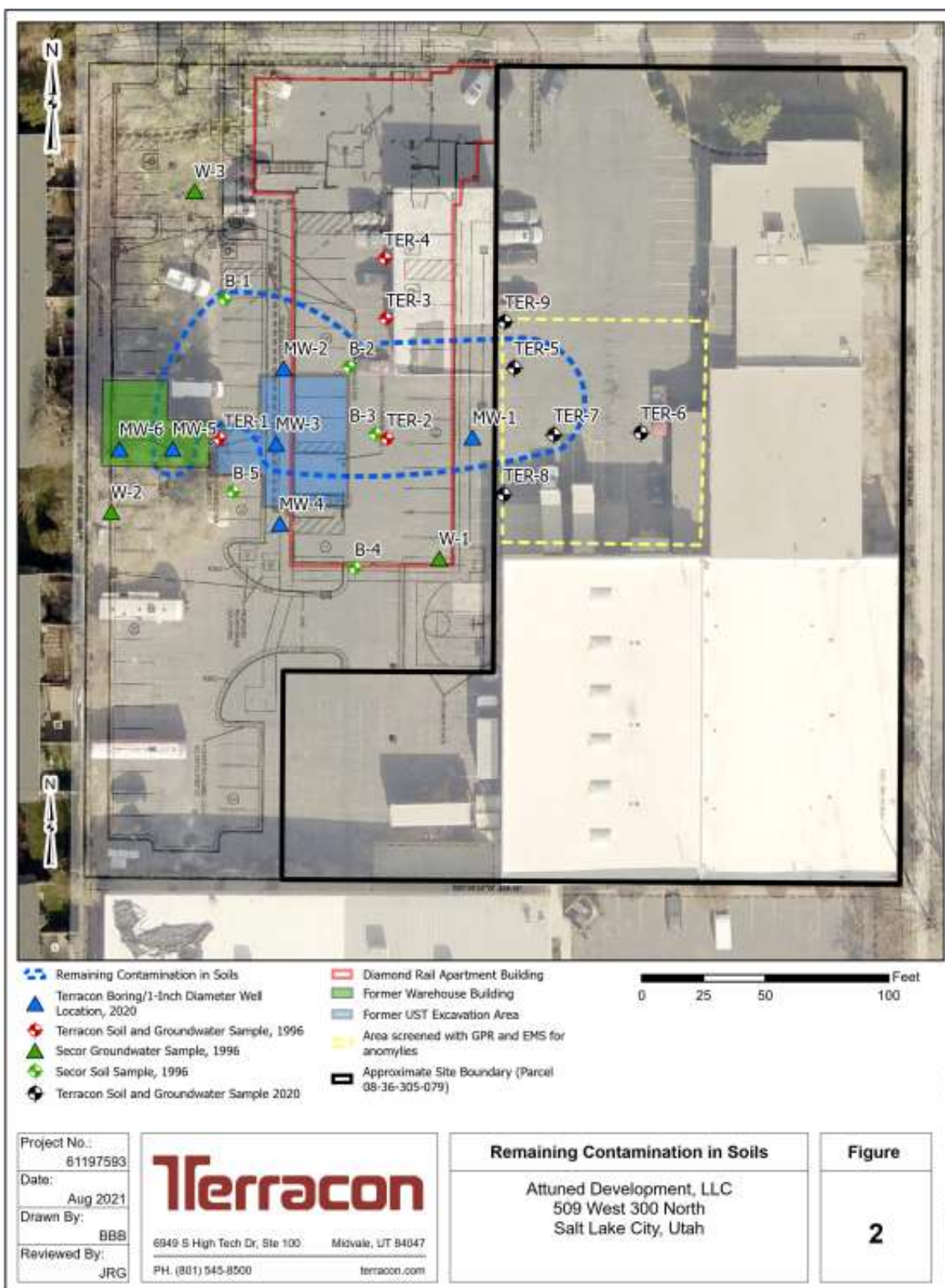
**Exhibit B**  
**Figures and Tables**

# Exhibit B, Figure 1

## Site Plan with Sample Locations

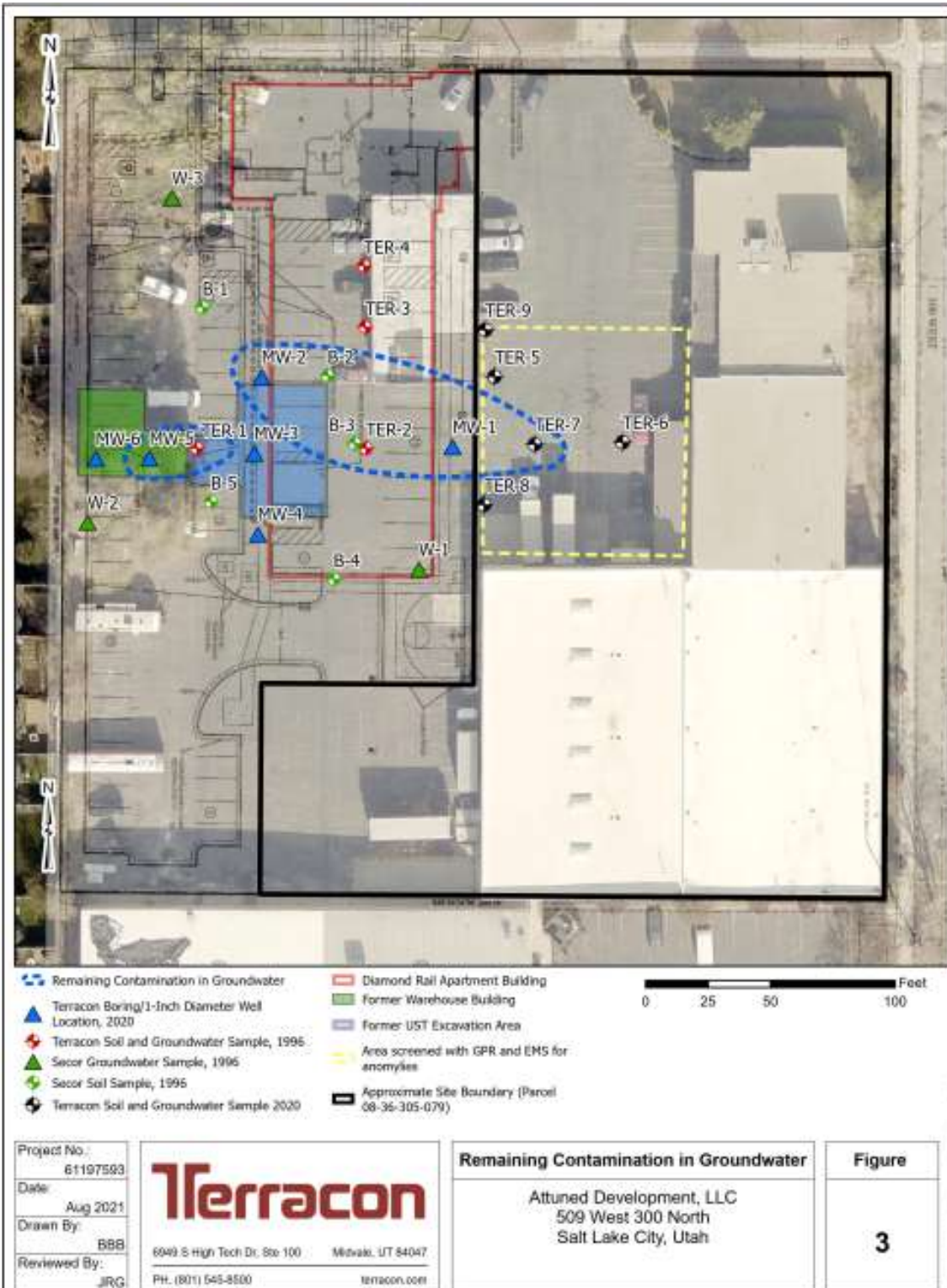


**Exhibit B, Figure 2**  
**Remaining Contamination in Soils**





**Exhibit B, Figure 3**  
**Remaining Contamination in Groundwater**





## Exhibit B, Table 1

**Table 1 Soil Analytical Results**  
**Diamond Rail Apartments**  
**509 West 300 North, Salt Lake City, Utah**  
**Terracon Project No. 61197593**  
 Results in Micrograms per Kilogram (mg/kg)

|                      |              |                   | TPH - DRO | TPH - GRO | BENZENE  | ETHYL<br>BENZENE | METHYL<br>TERT BUTYL<br>ETHER<br>(MBTE) | NAPHTHA<br>LENE | TOLUENE  | XYLENES,<br>TOTAL |
|----------------------|--------------|-------------------|-----------|-----------|----------|------------------|---|-----------------|----------|-------------------|
| Method               |              |                   | EPA 8015  | EPA 8260  | EPA 8260 | EPA 8260         | EPA 8260                                | EPA 8260        | EPA 8260 | EPA 8260          |
| Utah DERR ISLs       |              |                   | 500       | 150       | 0.2      | 5                | 0.3                                     | 51              | 9        | 142               |
| Utah DERR Tier 1 SLs |              |                   | 5000      | 1500      | 0.9      | 23               | 0.3                                     | 51              | 25       | 142               |
| Sample ID            | Sample Depth | Date<br>Collected |           |           |          |                  |   |                 |          |                   |
| TER-5 @ 10'          | 10 ft        |                   | <63       | <0.315    | <0.01    | <0.03            | <0.01                                   | <0.03           | <0.03    | <0.03             |
| TER-5 @ 15'          | 15 ft        | 8/20/2020         | 945       | 22.8      | <0.13    | <0.32            | <0.13                                   | 4.24            | <0.32    | 0.36              |
| TER-6 @ 11'          | 11 ft        | 8/20/2020         | <64       | <0.318    | <0.01    | <0.03            | <0.01                                   | <0.03           | <0.03    | <0.03             |
| TER-6 @ 14'          | 14 ft        | 8/20/2020         | <64       | <321      | <0.01    | <0.03            | <0.01                                   | <0.03           | <0.03    | <0.03             |
| TER-7 @ 12'          | 12 ft        | 8/20/2020         | 2410      | 11.7      | <0.14    | <0.35            | <0.14                                   | 1.56            | <0.35    | 0.39              |
| TER-7 @ 19'          | 19 ft        | 8/20/2020         | <71       | <0.355    | <0.01    | <0.04            | <0.01                                   | <0.04           | <0.04    | <0.04             |
| TER-8 @ 12'          | 12 ft        | 8/20/2020         | <68       | <0.341    | <0.01    | <0.03            | <0.01                                   | <0.03           | <0.03    | <0.03             |
| TER-8 @ 13.5'        | 13.5 ft      | 8/20/2020         | <80       | <0.401    | <0.02    | <0.04            | <0.02                                   | <0.04           | <0.04    | <0.04             |
| TER-9 @ 12'          | 12 ft        | 8/20/2020         | <63       | <0.316    | <0.01    | <0.03            | <0.01                                   | <0.03           | <0.03    | <0.03             |
| TER-9 @ 15'          | 15 ft        | 8/20/2020         | <70       | <0.349    | <0.01    | <0.03            | <0.01                                   | <0.03           | <0.03    | <0.03             |
| MW-1 @ 9.5'          | 9.5 ft       | 4/2/2020          | 4150      | 88.0      | <0.14    | 0.54             | <0.14                                   | 10.5            | <0.35    | <0.35             |
| MW-2 @ 14.5'         | 14.5 ft      | 4/2/2020          | 2050      | 23.8      | <0.15    | <0.38            | <0.15                                   | 4.04            | <0.38    | <0.38             |
| MW-3 @ 13.0'         | 13.0 ft      | 4/2/2020          | 1630      | 368       | <0.13    | 0.53             | <0.13                                   | 5.84            | <0.33    | <0.33             |
| MW-4 @ 14.5'         | 14.5 ft      | 4/2/2020          | <3.29     | <66       | <0.13    | <0.33            | <0.13                                   | 0.67            | <0.33    | <0.33             |
| MW-5 @ 11.0'         | 11.0 ft      | 4/2/2020          | 896       | 96.7      | <0.13    | <0.32            | <0.13                                   | 1.41            | <0.32    | <0.32             |
| MW-6 @ 8.0'          | 8.0 ft       | 4/2/2020          | <64       | <0.318    | <0.01    | <0.03            | <0.01                                   | <0.03           | <0.03    | <0.03             |
| TER-1                | 12.0 ft      | 6/22/2017         | 139       | 110       | 0.0297   | 0.0148           | <0.0356                                 | 2.47            | <0.172   | 0.0311            |
| TER-2                | 12.0 ft      | 6/22/2017         | 1410      | 34.6      | <0.0365  | 0.0644           | <0.0356                                 | 5.22            | <0.178   | 0.0314            |
| TER-3                | 15.5 ft      | 6/22/2017         | NA        | NA        | 0.00658  | 0.00157          | <0.0356                                 | 0.00303         | 0.00806  | 0.0032            |
| TER-4                | 16.0 ft      | 6/22/2017         | NA        | NA        | 0.0245   | 0.00393          | <0.0356                                 | 0.00155         | 0.0247   | 0.00962           |
| B-1                  | 15 ft        | 9/10/1996         | 597       | <10       | 0.148    | 0.0157           | NA                                      | 0.516           | <0.005   | 0.015             |
| B-2                  | 15 ft        | 9/10/1996         | 248       | <100      | 0.0223   | 0.151            | NA                                      | 3.05            | <0.02    | 0.06              |
| B-3                  | 10 ft        | 9/10/1996         | 2860      | <100      | <0.005   | 0.282            | NA                                      | 3.24            | 0.0069   | 0.0906            |
| B-4                  | 15 ft        | 9/10/1996         | <10       | <100      | <0.005   | <0.005           | NA                                      | <0.005          | <0.005   | <0.015            |
| B-5                  | 15 ft        | 9/10/1996         | <10       | <100      | <0.005   | <0.005           | NA                                      | <0.005          | <0.005   | <0.015            |
| W-1                  | 17.5 ft      | 9/10/1996         | <10       | <100      | <0.005   | <0.005           | NA                                      | <0.005          | <0.005   | <0.015            |
| W-2                  | 17.5 ft      | 9/10/1996         | <10       | <100      | <0.005   | <0.005           | NA                                      | <0.005          | <0.005   | <0.015            |
| W-3                  | 17.5 ft      | 9/10/1996         | <10       | <100      | <0.005   | <0.005           | NA                                      | <0.005          | <0.005   | <0.015            |

**Flag(s) = data qualifiers if present**

**Notes:**

TPH - DRO - Total Petroleum Hydrocarbons, diesel range

TPH - GRO - Total Petroleum Hydrocarbons, gasoline range

SGT - Silica Gel Treatment

Utah DERR ISLs - Utah Division of Environmental Response and Remediation, Initial Screening Levels for non-restricted land use.

Utah DERR Tier 1 Screening Levels - Utah Division of Environmental Response and Remediation, risk-based screening levels

Grey shaded values exceed the laboratory reporting limits.

Blue shaded values exceed the Utah DERR ISLs

Yellow shaded values exceed the Utah DERR Tier 1 Screening Levels

## Exhibit B, Table 2

**Table 2 - Groundwater Analytical Results**  
**Diamond Rail Apartments**  
**509 West 300 North, Salt Lake City, Utah**  
**Terracon Project No. 61197593**  
Units in Micrograms per Liter (mg/L)

|                      |                   | TPH - DRO /<br>SGT | TPH -<br>GRO | BENZENE  | ETHYL<br>BENZENE | METHYL<br>TERT BUTYL<br>ETHER<br>(MBTE) | NAPHTHA<br>LENE | TOLUENE  | XYLENES,<br>TOTAL |
|----------------------|-------------------|--------------------|--------------|----------|------------------|---|-----------------|----------|-------------------|
| Method               |                   | EPA 8015           | EPA 8260     | EPA 8260 | EPA 8260         | EPA 8260                                | EPA 8260        | EPA 8260 | EPA 8260          |
| Utah DERR ISLs       |                   | 1                  | 1            | 0.005    | 0.7              | 0.2                                     | 0.7             | 1.0      | 10.0              |
| Utah DERR Tier 1 SLs |                   | 10                 | 10           | 0.3      | 4                | 0.2                                     | 0.7             | 3        | 10                |
| EPA VISLs            |                   | NE                 | NE           | 0.00246  | 0.00809          | 0.664                                   | 0.00945         | 31.6     | 0.673             |
| Sample ID            | Date<br>Collected |                    |              |          |                  |   |                 |          |                   |
| TER-5 GW             | 8/20/2020         | <1.0               | <0.125       | <0.005   | <0.012           | <0.005                                  | <0.012          | <0.012   | <0.012            |
| TER-6 GW             | 8/20/2020         | <1.0               | <0.125       | <0.005   | <0.012           | <0.005                                  | <0.012          | <0.012   | <0.012            |
| TER-7 GW             | 8/20/2020         | 1.9                | <0.125       | <0.005   | <0.012           | <0.005                                  | <0.012          | <0.012   | <0.012            |
| TER-8 GW             | 8/20/2020         | <1.0               | <0.125       | <0.005   | <0.012           | <0.005                                  | <0.012          | <0.012   | <0.012            |
| TER-9 GW             | 8/20/2020         | <1.0               | <0.125       | <0.005   | <0.012           | <0.005                                  | <0.012          | <0.012   | <0.012            |
| MW-1                 | 4/3/2020          | 4.9                | 0.517        | <0.005   | 0.019            | <0.005                                  | 0.226           | <0.35    | <0.35             |
| MW-2                 | 4/3/2020          | 2.3                | <0.125       | 0.008    | <0.012           | <0.005                                  | 0.042           | <0.012   | <0.012            |
| MW-3                 | 4/3/2020          | <1.0               | <0.125       | <0.005   | <0.012           | <0.005                                  | 0.022           | <0.012   | <0.012            |
| MW-4                 | 4/3/2020          | <1.0               | <0.125       | <0.005   | <0.012           | <0.005                                  | <0.012          | <0.012   | <0.012            |
| MW-5                 | 4/3/2020          | 4.6                | <1.0         | 0.266    | <0.012           | <0.005                                  | 0.025           | <0.012   | <0.012            |
| MW-6                 | 4/3/2020          | <1.0               | <0.125       | <0.005   | <0.012           | <0.005                                  | <0.012          | <0.012   | <0.012            |
| TER-1                | 6/23/2017         | 3.11               | <0.5         | 0.0294   | <0.001           | <0.001                                  | 0.0200          | 0.00154  | 0.00155           |
| TER-2                | 6/23/2017         | 1.89               | <0.5         | <0.001   | 0.00148          | <0.001                                  | 0.0301          | <0.001   | <0.003            |
| TER-3                | 6/23/2017         | NA                 | NA           | <0.001   | <0.001           | <0.001                                  | 0.002           | <0.001   | <0.003            |
| TER-4                | 6/23/2017         | NA                 | NA           | <0.001   | <0.001           | <0.001                                  | <0.005          | <0.001   | <0.003            |
| Geoprobe B-2         | 9/11/1996         | 72.2               | <0.5         | 0.0051   | 0.0042           | NA                                      | 0.0677          | <0.002   | <0.006            |
| Geoprobe B-5         | 9/11/1996         | <0.5               | <0.5         | <0.002   | <0.002           | NA                                      | <0.002          | <0.002   | <0.006            |
| W-1                  | 9/10/1996         | <0.5               | <0.5         | <0.002   | <0.002           | NA                                      | 0.0072          | 0.0024   | 0.0135            |
| W-2                  | 9/10/1996         | <0.5               | <0.5         | <0.002   | <0.002           | NA                                      | 0.0025          | <0.002   | 6.1               |
| W-3                  | 9/10/1996         | <0.5               | <0.5         | <0.002   | <0.002           | NA                                      | 0.0083          | <0.002   | <0.006            |

**Flag(s) = data qualifiers if present**

**Notes:**

TPH - DRO - Total Petroleum Hydrocarbons, diesel range

TPH - GRO - Total Petroleum Hydrocarbons, gasoline range

SGT - Silica Gel Treatment

Utah DERR ISLs - Utah Division of Environmental Response and Remediation, Initial Screening Levels for non-restricted land use.

Utah DERR Tier 1 Screening Levels - Utah Division of Environmental Response and Remediation, risk-based screening levels

EPA VISL - U.S. Environmental Protection Agency's (EPA's) Vapor Intrusion Screening Levels (VISLs) for Target

Groundwater Concentration using Target Cancer Risk = 1E-06; Hazard Quotient = 1; downloaded from the EPA's Vapor Intrusion Screening Level Calculator website

(<https://www.epa.gov/vaporintrusion/vapor-intrusion-screening-level-calculator>) on April 16, 2020.

Grey shaded values exceed the laboratory reporting limits.

Blue shaded values exceed the Utah DERR ISLs

Yellow shaded values exceed the Utah DERR Tier 1 Screening Levels

Green shaded values exceed the EPA VISL for residential properties



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ATTUNED DEVELOPMENT LLC  
CHRIS PARKER  
50 N 600 W UNIT D  
SALT LAKE CITY UT 84116



9590 9402 6086 0125 3505 78

2. Article Number (Transfer from service label)

7020 1290 0000 9390 9465

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

GLENN PARKER

C. Date of Delivery

1/23/2022

D. Is delivery address different from item 1? ☐ YesIf delivery address below: ☐ No

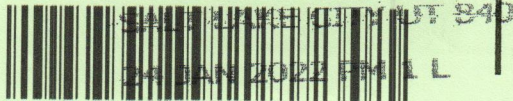
3. Service type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

USPS TRACKING #



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USPS  
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